

ORDER DOCUMENT #1
RECURRING SOFTWARE AND SERVICES



This Order Document #1 is effective as of 1 November 2022 (the "Effective Date"). This Order Document is an offer to make an offer and does not constitute a valid contract between the Parties until countersigned by MRI. Any pricing terms in this Order Document are valid for thirty (30) days following issuance of this Order Document. The terms and conditions found at www.mrisoftware.com/termsandconditionsuk ("MRI Terms and Conditions"), are incorporated by reference and made a part of this Order Document as fully as if set forth herein. The MRI Terms and Conditions may be amended from time to time by MRI. Capitalized terms that are not otherwise defined in this Order Document shall have the meanings set forth in the MRI Terms and Conditions. If Client is utilizing a SaaS Service, this Order Document, the Master Agreement, the SaaS Services Schedule, the Professional Services Schedule and any exhibits and attachments thereto all contained in the MRI Terms and Conditions shall specifically govern the relationship between MRI and Client. If Client is utilizing MRI's subscription on-premise licence, this Order Document, the Master Agreement, the Limited Software Licence and Maintenance and Support Schedule, the Professional Services Schedule and any exhibits and attachments thereto all contained in the MRI Terms and Conditions shall specifically govern the relationship between MRI and Client. In the event of a conflict between an Order Document and the Master Agreement, the Master Agreement shall prevail, provided, however, that such standard variable terms such as price, quantity, term length and Licence Metrics, tax exempt status, payment terms and the like shall be as specified on each Order Document. If the Order Document contains language that specifically overrides an enumerated section of the Master Agreement, such specific language in the Order Document shall prevail against the enumerated language in the Master Agreement.

By signing this Order Document, Client verifies that it has read the MRI Terms and Conditions, and acknowledges its agreement to be bound by them.

United Kingdom Health Protection Agency ("Client")
Nobel House, 17 Smith Square,
London, SW1P 3HX
DocuSign

MRI Software Limited ("MRI")
9 King Street
London, UK
EC2V 8EA

Signature:  23/11/2022

Print Name: 

Title: 

Date Signed: 09/12/2022

CLIENT CONTACT INFORMATION

Administrator: 	Technical Contact/Download Recipient: 
Address:  	Address:  
E-mail: 	E-mail: 
Fax: 	Fax: 

Billing Contact: Accounts Payable

Address: UKHSA Porton, Porton, Wiltshire, SP4 0JG

E-mail:

Fax:

LIMITED SOFTWARE LICENCE

Products	Licence Metric	Quantity	Territory
Planet			
Bookings	Concurrent Users		UK
Conditions Surveys	Concurrent Users		UK
Health & Safety	Concurrent Users		UK
Help Desk	Concurrent Users		UK
Planet Mobile Standard	Named Users		UK
Planet Portal	Instance		UK
Planet Standard	Concurrent Users		UK
Planned Maintenance	Concurrent Users		UK
Projects	Concurrent Users		UK
Property Management	Concurrent Users		UK
Regional Licences	Licences		UK
Database	Each		UK

The Installation Site for the aforementioned Limited Software Licence Schedule is the address listed above unless specified otherwise:

FEES, PAYMENT AND TERM

Initial Term (1)	Effective Date	Annual Recurring Fees (2)
One (1) Year	1 November 2022	£10,760

(1) The Initial Term and any Renewal Term are non-cancelable, subject to termination rights as set forth in the Agreement.

(2) The fees listed in this table include the recurring fees related to the products and services in the tables listed above. MRI may, at any time after the first twelve (12) months of the Effective Date listed above, and in its sole discretion, modify the Fees upon ninety (90) calendar day prior written notice to Client. A twelve (12) month period commences on the anniversary of the Effective Date. For purposes of notice in this footnote, email or first-class mail will suffice.



Payment Terms: Fees are due in Great British Pounds annually in advance. Initial payment must be received by MRI prior to the Effective Date and any Renewal Term; MRI has no obligation to provide Services until such payment is received. For any fees due from the Client when exceeding the Licence Metrics listed above, Client shall be billed monthly in arrears for such overage in accordance with the terms of this Order Document. In no event shall Client be invoiced for fewer than the Licence Metrics listed or less than the Annual Recurring Fees (annualized) plus increase as outlined in footnote 2.



LICENCE METRICS AND USE RIGHTS DEFINITIONS

Definitions: The following definitions shall apply to the interpretation of this Order Document. If a definition is listed here and not listed within the foregoing tables or in additional Order Documents executed between the Parties, then that definition shall be disregarded.

An **"Affordable Unit"** is a Unit that is rented or leased to a tenant that, based on income, is eligible for rent subsidies from federal, state, or local government agencies

An **"Advance Named User"** a Named User who is authorized to do web authoring and has self-service access which is greater than a Named User.

A **"Contract"** is an agreement to lease retail space rented to a tenant for the operation of a business and is characterized by a unique tenant, a unique mailing address, or a unique physical location.

A **"Commercial Lease"** or a **"Lease"** is a space rented or designed to be rented to a tenant for commercial use, including without limitation, an office space, a retail store space, a warehouse space, or an industrial building space and is characterized by a unique tenant, a unique mailing address, or a unique physical location. Leases and Commercial Leases include without limitation Retail Leases.

A **"Conventional Unit"** is a Unit that is rented or leased to a tenant that, based on income, is eligible for rent subsidies from federal, state, or local government agencies

A **"Concurrent Workplace User"** may be accessed and used by up to the number and type of Workplace Users indicated in the table above, and the number and type of Workplace Users using those Products simultaneously may never exceed the number and type of permitted Workplace Users. The total number of permitted Workplace Users that may use Client's Products simultaneously is equal to the quantity of Concurrent Workplace Users listed in the table above.

A **"Concurrent Employee Self Service User"** may be accessed and used by up to the number and type of Self Service Users indicated in the table above, and the number and type of Self Service Users using those Products simultaneously may never exceed the number and type of permitted Users. The total number of permitted Self Service Users that may use Client's Products simultaneously is determined by the size of the Concurrent User Pack purchased by Client as indicated in the table above. By way of example, a 50 Concurrent User Pack permits up to 50 Self Service Users to simultaneously access Client's Products. An Enterprise Pack allows an unlimited number of Self Service Users to simultaneously access Client's Products.

A **"Data Point"** is any unit of measurement in the eSight "tree." This includes individual points of measurement for any unit setup in eSight such as kWh, kW, Btu, CCF, Weather. Virtual meters, etc. A Data Point is required for each individual unit of measurement captured in eSight ie if Client wanted to monitor kWh, Power Factor, kW from 1 meter, this would require 3 Data Points.

A **"Mobile App Device Licence"** shall mean the number of unique log ins on the mobile devices application.

A **"Retail Lease"** is a Lease for retail stores to operate their business. Retail Leases shall be counted toward the total number of Commercial Leases purchased and shall not be additive to the total number of Commercial Leases purchased. By way of example, a Client purchasing 100 Retail Leases and 200 Commercial Leases shall have 50% of its Commercial Leases used as Retail Leases. Such Client shall only be entitled to use the Software on a total of 200 Leases. Clients purchasing Retail Leases must at the same time purchase at least the same number of corresponding additional Commercial Leases.

A **"Concurrent User"** licence permits Client to assign an unlimited number of User IDs to its employees or Affiliates' employees, but simultaneous access to the Software Licence is limited to the number of authorized concurrent licences paid for and held by the Client.

A **"Limited Concurrent User"** license provides a Concurrent User access to limited functionality and/or data within the licensed Products.

A **"Depreciation Book"** is a set of terms which defines one of the depreciation methods specifying how a particular fixed asset should be depreciated and the resulting calculations.

"DHCR Units" are those Units regulated by New York's Division of Housing and Community Renewal.

A **"Named User"** licence permits Clients to assign User IDs only to a fixed number of specifically named employee users or Affiliates, and simultaneous access to the licenced Program is limited to those specific named users.

An **"Inquiry User"** or **"Read Only user"**, licence restricts user access to certain limited view only and report retrieval capabilities. Clients can assign Inquiry Only User IDs to a fixed number of Client Users whose simultaneous access to the system is limited to the number of authorized inquiry only licences paid for and held by the Client.

A **"Named User"** licence permits Clients to assign User IDs only to a fixed number of specifically named employee users or Affiliates, and simultaneous access to the licenced Program is limited to those specific named users.

An **"Advance Named User"** a Named User who is authorized to do web authoring and has self-service access which is greater than a Named User.



A “Limited Named User” license provides a Named User access to limited functionality and/or data within the licensed Products.

A “Full Access User” is a Named Users who has full access to the functionality of the Software

An “Intermediate User” is a Named User who has access to the functionality of the Software, excluding all accounting functions.

“SaaS Flex”, if listed, shall entitle the Client to a dedicated installation of the software inclusive of dedicated server instances (e.g., web and API farms, Reporting farms, SQL, etc.).

“SaaS Prime”, if listed, shall entitle the Client to a dedicated installation of the software inclusive of dedicated server instances (e.g., web and API farms, Reporting farms, SQL, etc.). In a Prime environment the Client is also entitled to dedicated network segments that are logically separated from the rest of the MRI SaaS environment and inclusive of a dedicated active directory.

A “Project” is a real estate project the completion of which results in a building or space rented or designed to be rented to a tenant for residential use, including without limitation, a multi-family housing building, or an apartment complex and is characterized by multiple Units leased or rented to unique tenants, each with a unique mailing address, or a unique physical location.

A “Portal” is a single url provided for Client’s use with Investor Connect Portal.

A “Property” is a building or space rented or designed to be rented to a tenant for residential use, including without limitation, a multi-family housing building, or an apartment complex and is characterized by multiple Units leased or rented to unique tenants, each with a unique mailing address, or a unique physical location.

A “Unit” is a space rented or designed to be rented to a tenant for residential use and is characterized by a unique tenant, a unique mailing address, or a unique physical location. “Units” include without limitation Conventional Units, Affordable Units, AHR Units and DHCR Units.

A “Message Unit” is a received SMS text (outbound or inbound), a sent email, or in a voice call situation each thirty second increment.

A “Packet” is an individual file containing a single document or multiple documents which are sent to a recipient via the Secure Sign product. An initiated, completed, canceled, incorrect, or incomplete file will be counted so long as it is sent out of the Secure Sign product, regardless of the status.

A “Debt Contract” is an agreement in which a debtor agrees to repay funds to a lender.

An “Integration Profile” is a blue-print for mapping from a specified third party data source into MRI Investment Management. The integration profile includes the field mapping and transformation logic to get the data into a usable format.

An “Invoice” is a request for payment initiated by one party to another.

A “Joint Venture” is a business arrangement in which two or more parties agree to pool their resources for the purpose of accomplishing a specific task. This task can be a new project or any other business activity. In a joint venture (JV), each of the participants is responsible for profits, losses and costs associated with it. However, the venture is its own entity, separate and apart from the participants’ other business interests.

“Training Academy” is the MRI online services to which Client is granted access under this Order Document, including but not limited to programs, components, internet-based services, content, technology, tools, updates, help content, and new releases. For the purposes of the terms of the Agreement, the Training Academy and Licenced Training Academy Courses shall be treated as if they are SaaS Services and subject to the terms of the Agreement as if it were SaaS Services, including without limitation licence grants, use rights, renewals

“Production Database” means access to an instance of the products listed in a live environment, to be used to production purposes. A production database does not imply a segregated instance or walled-off application.

“Non-Production Database” means access to an instance of the products listed in a non-live environment. Such can be used for testing, training, or other non-production purposes. A production database does not imply a segregated instance or walled-off application.

“Licenced Training Academy Courses” are the MRI or Client designed online training courses hosted by MRI through its Training Academy.

“Training Admin” is the Client designated employee who receives access to the Licenced Training Academy Courses.

Use Rights: The licence to use the SaaS Service is priced based on Client’s Licence Metrics as of the Effective Date of this Order Document and allows Client to use the Software to manage up to the quantity set forth above. Additional licences must be purchased by Client in the event the number of actual Licence Metrics exceeds such licenced quantity. If Client’s actual Licence Metrics exceed such licenced quantity, then MRI reserves the right to charge a premium fee for any additional Licence Metric used. Additional Contracts, if applicable, must be purchased in blocks of not less than ten percent (10%) of the Quantity listed above. The cost for these additional licences will be at MRI’s then-current fees. There shall be no fees adjustments or refunds for any actual Licence Metrics decreases. Fees (other than monthly user access fees) are based on quantity purchased, not Usage.



Self-Certification: Without prejudice to MRI's audit rights pursuant to the Agreement, Client will, by 1st of November of each year, document and certify that use of the SaaS Services is in full conformity with the use rights granted hereunder. The Self-Certification Document can be found in the MRI Terms and Conditions.

MAINTENANCE AND TECHNICAL SUPPORT

Maintenance and Support Level: Standard Maintenance and Support is included in the Fees. In the event that Client has purchased enhanced support services, such enhanced will be indicated in the Enhanced Support Services table above and the product line for which it was purchased. If no such indication is made, then Client has not purchased enhanced support services.

Designated Support Contacts:

Maintenance and Support may only be requested by the two (2) Designated Support Contacts named below who must have successfully completed MRI's standard training course prior to (i) logging case requests; or (ii) receiving status updates on cases. Client may change these Designated Support Contacts from time to time, to other Client employees, by promptly delivering in writing to MRI the names and contact information of the new Designated Support Contacts (email is sufficient). The SaaS Services fees are related to the number of contacts; access to support by any additional contacts will be subject to additional fees.

One (1) Designated Support Contact must be the Administrator listed above in this Order Document.

The initial Designated Support Contacts of Client are:

Name:		Name:	
Title:		Title:	
Phone:		Phone:	
Address:		Address:	
Email:		Email:	